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U.S. Environmental Protection Agency
Coeur d' Alene Field Office
1910 Northwest Boulevard, Suite 208
Coeur d' Alene ID 83815

Date: June 30, 2015

Re: *Request for Information Pursuant to Section 104 of CERCLA for the Fourth
Avenue and Gambell Parking Lot Site in Anchorage, Alaska*

Enclosures: Phase II Responses

Please Review and Comment

For Your Information and Files

Please Sign and Return

For Payment

Please Sign and Forward

x As You Requested

Please Telephone

See Comments Below

Please Record

Other:

Comments: It is our understanding you did not receive the responses in the package of
materials sent to you on June 24, 2015. I apologize for this oversight.

SHORT CRESSMAN & BURGESS PLLC

By

Tricia Backus
Tricia Backus

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**SKINNER CORPORATION'S
RESPONSES TO THE UNITED STATES ENVIRONMENTAL PROTECTION
AGENCY'S (EPA)
March 9, 2015 104(e) REQUESTS**

Phase II

Fourth and Gamble Parking Lot Site in Anchorage, Alaska

A. INTRODUCTION

This constitutes Skinner Corporation's (Skinner) Phase II responses to the March 9, 2015, 104(e) Information Request from the EPA relating to the property located at the corner of East 4th Avenue and Gambell Street, Anchorage, Alaska (Property). Per the agreement between Skinner and the EPA reflected in an April 13, 2015 email from Grace Hwang of the EPA, Skinner is responding to the questions in the Information Request (Questions) in two phases, with this document containing Skinner's responses to Questions Nos. 21-30, 64-79, and 86-113. Skinner responded to the Questions Nos. 1-20, 31-63, and 80-85 on May 15, 2015.

B. DEFENSES

1. Skinner is Not a Current Owner or Operator of the Property. As described more fully below, Skinner is not a current owner or operator of the Property. The current owner of the Property is Fourth Avenue Gambell LLC f/k/a The Fourth Avenue Gambell Limited Partnership (FGLP).

2. Skinner is Not a Former Owner or Operator of the Property. Skinner never owned or operated the Property. Skinner's wholly owned subsidiary, Northern Commercial Company (NCC), held title to the Property from 1977 until it sold the Property to FGLP in 1979. Skinner was not involved in the management or operations of the Property during NCC's brief period of ownership of the Property.

3. Claims Against the Now Dissolved SC Distribution Co. are Barred. NCC changed its name to SC Distribution Co. effective December 30, 1993, and SC Distribution Co. dissolved effective May 31, 1994. Under the survival statute of the Washington Business Corporations Act, RCW 23B.14.340, for corporations that dissolve prior to June 7, 2006, claims against a dissolved corporation, its directors, officers, or shareholders, whether arising prior to or after dissolution must be brought within two years of the corporation's dissolution. Consequently, all claims against SC

Distribution Co. (formerly NCC), Skinner, and their officers and directors expired on May 31, 1996, two years after SC Distribution Co.'s dissolution.

4. **Reservation of Rights.** Skinner reserves the right to supplement and amend these defenses as additional information becomes available.

C. **NOTES RE DOCUMENTS / EXHIBITS**

1. **Exhibit A - Index.** In compliance with Instruction No. 5 in the Information Request, attached hereto as **Exhibit A** is an index showing persons and documents that Skinner relied on when responding to each Question.

2. **Exhibit B - Requested Documents.** In compliance with Instruction No. 2 in the Information Request, copies of all documents specifically requested in the Questions are provided in .pdf format on the CD that is submitted herewith as **Exhibit B**. An index of the documents is also being provided with the CD.

3. **Exhibit C – List of Documents Being Withheld Due to Objections.** In connection with the objections asserted in response to Question 92, a list showing those documents being withheld based on those objections is attached hereto as **Exhibit C**.

4. **Exhibit D – List of Dividends and Payments.** In response to Questions 66, 67, and 68, a list of dividends and other payments made by NCC to Skinner is attached hereto as **Exhibit D**.

5. **Exhibit E – Table Providing Insurance Information.** In response to Questions 96, 107, and 108, a table providing information regarding insurance policies and insurance claims is attached hereto as **Exhibit E**.

6. **Incorporation of Prior Correspondence.** The February 11, 2014 letter from Skinner's outside counsel, Richard Du Bey, to Kelly Cole, Assistant Regional Counsel for the EPA, and the exhibits thereto are incorporated herein by this reference.

D. **OBJECTIONS TO INSTRUCTIONS AND PHASE I INFORMATION REQUESTS**

GENERAL OBJECTIONS

1. **Overly Broad Information Requests.** Many of the Questions are overly broad and seek information that is beyond the scope of EPA's authority under Section 104(e)(2) of the CERCLA as the information sought is not relevant under Section 104(e)(2)(A) or (B). Notwithstanding this objection, Skinner provides information and/or documents responsive to the substance of the Questions.

2. Overly Burdensome Information Requests. Skinner objects to the extent that Questions are overly burdensome. Notwithstanding this objection, Skinner provides information and/or documents responsive to the substance of the Questions.

3. Vague and Ambiguous Terms or Phrases. Skinner objects to the extent that Questions are vague or ambiguous. Notwithstanding this objection, Skinner provides responsive information to the best of its ability. Skinner has relied upon its employees, attorneys and consultants to use their best professional judgment to provide information and/or documents responsive to the substance of the Questions.

4. Privileged Communications/Information. Skinner objects to the extent that the Questions seek information and/or documentation subject to attorney client privilege and/or the attorney work product doctrine.

5. Legal Conclusions. Skinner objects to Questions that implicitly or explicitly seek a legal conclusion. Notwithstanding this objection, Skinner provides responsive information to the best of its ability. In such instances where legal conclusions are sought or implied, or legal terms of art are used, Skinner's responses do not admit, agree, or disagree with any legal conclusions. Rather, unless specifically stated, Skinner's responses are solely intended to provide purely factual information responsive to the Questions.

6. Relevance. Skinner objects to the Questions to the extent that information and documents sought do not relate and are not reasonably relevant to the Property and that the Questions are therefore not in accordance with law.

SPECIFIC OBJECTIONS

1. Instruction No. 5. Skinner objects to Instruction No. 5 to the extent that it is unduly burdensome. Instruction No. 5 directs Skinner to identify all persons and documents relied upon in preparation of each response. The preparation of Skinner's responses has been a combined effort by Skinner's employees, attorneys and consultants; included review of thousands of documents; and draws on research conducted over a span of at least eight years. Itemizing each document and person that contributed to the preparation of each individual response would be extraordinarily burdensome. Preparation of these responses is an iterative, interactive and dynamic process and Skinner did not keep a log of every action it took or source it consulted when preparing the responses.

2. Instruction No. 12. Skinner objects to Definition No. 12 to the extent that it attempts to define "you" or "Respondent" to include entities or persons other than Skinner and may seek to require Skinner to respond with regard to information, documents or records that are not within Skinner's possession, custody or control. For example, Skinner objects to questions regarding the activities, operations, and insurance coverage of NCC. As described in Skinner's Response to Notice of Potential

Liability dated February 11, 2014, Skinner's involvement with NCC was limited to that of a shareholder. NCC continued to operate as a separate legal entity, with an independent board of directors and separate executive team, after Skinner purchased a controlling share of NCC stock in 1977. Skinner's role in NCC was limited to that of a stockholder and therefore Skinner did not exercise control over NCC's operations and management.

3. Question 92. This Question asks for the production of "all communications and [] all documents that evidence, refer, or relate to claims made by or on behalf of Respondent related to any loss or damages related to operations at the Property under any insurance policy" related to the Property. The referenced documents, constitute or refer to communications between an insured and its insurers regarding the defense of the insured, and are thus privileged attorney client communications and / or subject to protection from disclosure under the work product doctrine. A list identifying those documents being withheld pursuant to these objections is attached hereto as **Exhibit C**.

E. SKINNER'S RESPONSES TO PHASE II OF EPA'S 104(E) INFORMATION REQUEST

21. How were the hazardous substances typically used, handled, or disposed of at the NC Tire facility?

Skinner did not own or operate the "NC Tire facility." NCC sold its tire sales and service stores in 1976 prior to Skinner's acquisition of NCC's stock. Given that sale, and the subsequent sale of the assets of NCC to T&E in 1993, Skinner has no records pertaining to the operations of NCC or the "NC Tire facility."

Based on the above explanation, Skinner answers as follows. After a reasonable search and inquiry, Skinner has no information regarding how "NC Tire facility" typically used, handled, or disposed of hazardous substances.

22. What steps did NC Tire Center take to dispose of or treat the hazardous substances? Please provide documents, agreements and/or contracts reflecting these steps.

Skinner did not own or operate the NC Tire Center. NCC sold its tire sales and service stores in 1976 prior to Skinner's acquisition of NCC's stock. Given that sale, and the subsequent sale of the assets of NCC to T&E in 1993, Skinner has no records pertaining to the operations of NCC or the "NC Tire Center."

Based on the above explanation, Skinner answers as follows. After a reasonable search and inquiry, Skinner has no information regarding what steps the "NC Tire Center" took to dispose of or treat hazardous substances and it has been unable to locate any documents reflecting those steps.

23. Describe the nature of all maintenance and repairs of automobiles and trucks at NC Tire Center, including but not limited to:

Skinner did not own or operate the "NC Tire Center." NCC sold its tire sales and service stores in 1976 prior to Skinner's acquisition of NCC's stock. Given that sale, and the subsequent sale of the assets of NCC to T&E in 1993, Skinner has no records pertaining to the operations of NCC or the "NC Tire Center."

Based on the above explanation, Skinner answers as follows. After a reasonable search and inquiry, Skinner has no information regarding the nature of maintenance and repair activities engaged in by "NC Tire Center."

a. the type of maintenance/repairs performed at the vehicle service center (e.g. oil changes, flushing and replacing antifreeze, etc.);

See above.

b. the frequency of this maintenance/repair activity; and

See above.

c. the number of vehicles maintained/repaired.

See above.

24. Describe how used automobile and truck oil filters were disposed of by NC Tire Center, including but not limited to:

Skinner did not own or operate the NC Tire Center. NCC sold its tire sales and service stores in 1976 prior to Skinner's acquisition of NCC's stock. Given that sale, and the subsequent sale of the assets of NCC to T&E in 1993, Skinner has no records pertaining to the operations of NCC or the "NC Tire Center."

Based on the above explanation, Skinner answers as follows. After a reasonable search and inquiry, Skinner has no information regarding the nature of maintenance and repair activities engaged in by "NC Tire Center" or how oil filters were disposed of by "NC Tire Center."

a. where the used filters were disposed (e.g. dumpster, trash can, etc.);

See above.

b. what was done with the receptacles in which the used filters were disposed (e.g. dumpster/trash can was set out for city pick-up, dumpster/can picked up by [NAME] private hauling service);

See above.

c. the ultimate disposal location for those used filters;

See above.

d. whether the filters were drained prior to disposal;

See above.

e. if drained, the approximate number of minutes or hours the filters were drained prior to disposal;

See above.

f. List the quantity of used filters disposed per month for every year during the period being investigated.

See above.

25. Describe how used anti-freeze was disposed of by NC Tire Center, including but not limited to:

Skinner did not own or operate the NC Tire Center. NCC sold its tire sales and service stores in 1976 prior to Skinner's acquisition of NCC's stock. Given that sale, and the subsequent sale of the assets of NCC to T&E in 1993, Skinner has no records pertaining to the operations of NCC or the "NC Tire Center."

Based on the above explanation, Skinner answers as follows. After a reasonable search and inquiry, Skinner has no information regarding the nature of maintenance and repair activities engaged in by "NC Tire Center" or how anti-freeze was disposed of by "NC Tire Center."

a. where the used anti-freeze was disposed or recycled (e.g. poured on floor, placed in container and thrown in trash, etc.);

See above.

b. what was done with the receptacles in which the used anti-freeze was disposed or recycled (e.g. dumpster/trash can was set out for city pick-up, dumpster/can picked up by [NAME] private hauling service);

See above.

c. the ultimate disposal location for the used anti-freeze.

See above.

d. List the quantity of used anti-freeze disposed per month for every year during the period being investigated.

See above.

26. Describe in greater detail how used rags/towels were disposed of by NC Tire Center, including but not limited to:

Skinner did not own or operate the NC Tire Center. NCC sold its tire sales and service stores in 1976 prior to Skinner's acquisition of NCC's stock. Given that sale, and the subsequent sale of the assets of NCC to T&E in 1993, Skinner has no records pertaining to the operations of NCC or the "NC Tire Center."

Based on the above explanation, Skinner answers as follows. After a reasonable search and inquiry, Skinner has no information regarding the nature of maintenance and repair activities engaged in by "NC Tire Center" or how towels or rags were disposed of by "NC Tire Center."

a. where the used rags/towels were disposed (e.g. thrown in trash, etc.);

See above.

b. what was done with the receptacles in which the used rags/towels were disposed (e.g. dumpster/trash can was set out for city pick-up, dumpster/can picked up by [NAME] private hauling service);

See above.

c. the ultimate disposal location for the used rags/towels.

See above.

d. List the number of used rags/towels disposed per month for every year during the period being investigated.

See above.

e. Describe the use of these rags/towels in NC Tire Center's operations and what materials they were used to wipe.

See above.

f. Did these used rags/towels contain any oils, solvents or thinners? If so, indicate which of these substances were on or in the rags/towels and the source of those substances.

See above.

27. If not already provided in response to the questions listed above, identify (see Definitions) all entities and individuals who picked up waste from NC Tire Center or who otherwise transported the waste away from NC Tire Center's operations, and the dates such entities performed this service for NC Tire Center.

Skinner did not own or operate the NC Tire Center. NCC sold its tire sales and service stores in 1976 prior to Skinner's acquisition of NCC's stock. Given that sale, and the subsequent sale of the assets of NCC to T&E in 1993, Skinner has no records pertaining to the operations of NCC or the "NC Tire Center."

Based on the above explanation, Skinner answers as follows. After a reasonable search and inquiry, Skinner has no information regarding the nature of maintenance and repair activities engaged in by "NC Tire Center" or who picked up waste from the "NC Tire Center."

28. Describe all sources reviewed or consulted in responding to this set of questions regarding NC Tire Center, including but not limited to:

Skinner did not own or operate the NC Tire Center. NCC sold its tire sales and service stores in 1976 prior to Skinner's acquisition of NCC's stock. Given that sale, and the subsequent sale of the assets of NCC to T&E in 1993, Skinner has no records pertaining to the operations of NCC or the "NC Tire Center."

Skinner searched its offices in Seattle for records regarding the operations of the "NC Tire Center" and no such documents were found. Skinner's current Secretary / Treasurer Victoria Childs was consulted and she had no information regarding the operation of "NC Tire Center." The information regarding NCC's sale of its tire sales and service stores was taken from the 1977 stock purchase agreement, which was produced by Skinner in response to the Phase I of EPA's 104(e) information requests.

a. the current job title and job description of each individual consulted;

See above.

b. the job title and job description during the period being investigated of each individual consulted;

See above.

c. whether each individual consulted is a current or past employee of NC Tire Center and/or Respondent;

See above.

d. the names of all divisions of NC Tire Center and/or Respondent for which records were reviewed;

See above.

e. the nature of all documents reviewed including the years to which those documents pertain;

See above.

f. the locations where those documents reviewed were kept prior to review; and

See above.

g. the location where those documents reviewed are currently kept.

See above.

Information about Demolition

29. Respondent provided in its February 11, 2014 letter to EPA on page SC 000164 of Exhibit G a copy of a Demolition Permit dated 10/4/77. The lots listed on the permit appear to include 8A, to, 11, and 12. The owner of the structure to be demolished is listed as N.C. Machinery. Describe in full detail the structure(s) authorized to be demolished under this permit and include the corresponding lot(s) the structure(s) was located on and the actual date of demolition.

Skinner did not own or operate the NC Tire Center that was purportedly operated on the Property. NCC sold its tire sales and service stores in 1976 prior to Skinner's acquisition of NCC's stock. Given that sale, and the subsequent sale of the assets of NCC to T&E in 1993, Skinner has no records or information pertaining to the operations of NCC or the "NC Tire Center" and specifically has no records or information regarding where the structures on the Property were located or the actual date of their demolition.

a. Describe Respondent's involvement, if any, in the demolition of the building structure(s).

Skinner did not own or operate the NC Tire Center that was purportedly operated on the Property. NCC sold its tire sales and service stores in 1976 prior to Skinner's acquisition of NCC's stock. Given that sale, and the subsequent sale of the assets of NCC to T&E in 1993, Skinner has no records or information pertaining to the operations of NCC or the "NC Tire Center" and specifically has no records or information that suggest Skinner had any involvement in the demolition of any structures on the Property.

b. Provide all of the known reasons behind the demolition.

Skinner did not own or operate the NC Tire Center that was purportedly operated on the Property. NCC sold its tire sales and service stores in 1976 prior to Skinner's acquisition of NCC's stock. Given that sale, and the subsequent sale of the assets of NCC to T&E in 1993, Skinner has no records or information pertaining to the operations of NCC or the "NC Tire Center" and specifically has no records or information regarding the reasons behind the demolition of any buildings on the Property.

30. Describe in full detail any and all construction activity, including demolition, which took place on Lot 8A during the time NCC owned the property, from July 13, 1971 until May 29, 1979.

Skinner did not own or operate the NC Tire Center that was purportedly operated on the Property. NCC sold its tire sales and service stores in 1976 prior to Skinner's acquisition of NCC's stock. Given that sale, and the subsequent sale of the assets of NCC to T&E in 1993, Skinner has no records or information pertaining to the operations of NCC or the "NC Tire Center" and specifically has no records or information regarding construction activity on the Property.

Based on the above explanation, Skinner answers as follows. After a reasonable search and inquiry, the only information Skinner has regarding construction activity on the Property pertains to the installation of 5/8" drywall on the interior of a garage in 1969. Records reflecting that work are being produced in **Exhibit B**.

a. Describe Respondent's involvement, if any, in any of the construction activities that took place on Lot 8A from July 13, 1971 until May 29, 1979.

Skinner did not own or operate the NC Tire Center that was purportedly operated on the Property. NCC sold its tire sales and service stores in 1976 prior to Skinner's acquisition of NCC's stock. Given that sale, and the subsequent sale of the assets of NCC to T&E in 1993, Skinner has no records or information pertaining to the operations of NCC or the "NC Tire Center" and specifically has no records or information that suggest Skinner had any involvement in any construction activities on the Property.

* * * *

64. Do any prior shareholders of NCC have, or have they ever had, stock ownership of Respondent? If so, list all prior NCC shareholders known to have at one point owned shares of Respondent's stock, the number of shares of stock owned, and the dates of ownership. Include any information of stock ownership of Respondent by Nell Agnes Cody, Estate of Mary LaVilla Kehrli, John E. Larson, Patricia McCann McAuliffe, Earl Parsons, Howard E. Richmond, Howard E. Richmond, Jr., Polly Poe Richmond, Polly Poe Richmond, Jr., Volney Richmond, Jr., Volney Richmond III, Truman Sage, Unit & Company, and Phyllis R. Yaw.

Skinner has no record of any NCC shareholder having owned stock in Skinner.

65. Did any employees, officers, or directors of Respondent ever provide any assistance, guidance, advice, or input of any nature to NCC, NCC's subsidiaries, or the Property tenants in the preparation or formulation of the respective entity's business strategy, business goals, budgets, forecasts, etc.? If so, explain in detail.

Skinner has no record of any its employees having provided any assistance, guidance, advice, or input to NCC or any tenants on the Property. During the time that Skinner was the sole shareholder of NCC, some Skinner officers and directors also served as officers and directors of NCC. Those officers and directors are identified in response to Questions Nos. 76 and 77 below. It is Skinner's understanding and belief that those persons served in their capacities as officers and directors of the two separate companies and provided appropriate assistance, guidance, advice, and input consistent with their personal obligations and duties to the respective companies.

66. Provide a history (e.g., payment dates, amounts received, etc.), of dividends received by Respondent, or any of Respondent's subsidiaries, from NCC resulting from Respondent's ownership of stock in NCC.

A table showing the dividends paid by NCC to Skinner is attached hereto as Exhibit D.

67. Has Respondent or any of Respondent's subsidiaries ever made any loan(s) to NCC? If so, provide complete information pertaining to such loan(s), including copies of all loan documentation (i.e., loan agreements, promissory notes, guarantees, security agreements, financing statements, amortization/payment tables), and complete information pertaining to any assignment, extension, composition, restructuring, etc. of such loan(s). For the purposes of this question, "loan" shall include the establishment of a line of credit by Respondent or any of its subsidiaries for the use and/or benefit of NCC, whether or not such line of credit was ever drawn on.

From 1977 to 1990 Skinner made a series of loans to NCC. Those loans were documented by promissory notes and NCC paid Skinner interest on the loans. After a reasonable search and inquiry, which efforts are ongoing, Skinner is unable to locate copies of all of the promissory notes or other loan documentation. The promissory notes and other loan documentation that Skinner has been able to locate is being produced herewith in Exhibit B. The amount of the balances owed on the notes on an annual basis and the interest paid by NCC on an annual basis are reflected in the table attached hereto as Exhibit D.

68. Has Respondent or any of Respondent's subsidiaries ever provided, any clerical, administrative, professional or other services or assistance to NCC? If so, provide a complete description of the nature of services or assistance

provided, along with the time period(s) during which such services or assistance was provided.

After a reasonable search and inquiry Skinner has found information that suggests that Skinner provided management services to NCC from 1982 to 1993. Skinner is unable to locate any information or any documents describing or reflecting the exact nature of the management services provided to NCC. The amounts paid to Skinner in management fees on an annual basis are reflected in the table attached hereto as **Exhibit D**.

69. Has Respondent or any of Respondent's subsidiaries ever leased or rented any furnishings, fixtures, equipment, personal, or real property to NCC? If so, provide a complete description of the type of property leased or rented, and the terms and duration of such arrangement.

Skinner has no record of leasing any furnishings, fixtures, equipment, personal, or real property to NCC.

70. Has Respondent or any of Respondent's subsidiaries ever provided any training of any nature to any director, officer, or employee of NCC? If so, provide a complete description of such training, including the nature of the training, who it was offered to, who participated in it (both as instructors and instructees), and when and where it was conducted.

Skinner has no record of it providing any training to any director, officer, or employee of NCC.

71. Has Respondent or any of Respondent's subsidiaries ever acted directly or indirectly to guarantee any loan made to NCC? If so, provide complete information regarding such arrangement, including copies of all documents pertaining to such arrangement.

Skinner has no record of it guaranteeing any loan made to NCC.

72. Did any of the employees, officers, and/or directors of NCC participate in any manner in any savings programs, ESOPs, pension plans, deferred compensation or other arrangements offered or sponsored by Respondent or any of Respondent's subsidiaries? If so, explain in detail.

No. Although NCC adopted and incorporated the provisions of the retirement plans known as the "Retirement Plan for Employees of Skinner Corporation Affiliated Companies" and the "Skinner Corporation and Affiliated Companies 401(k) Plan" into its own retirement plans, NCC served as the sponsor of those plans until the assets of the company were sold to T&E in 1994.

73. Was NCC required to receive Respondent's approval or concurrence or the concurrence of any of Respondent's subsidiaries when making expenditures? If so, explain in detail.

Skinner has no record that NCC was required to receive Skinner's approval or concurrence when making expenditures.

74. Were any of NCC's employees ever employed by Respondent or any of Respondent's subsidiaries? If so, provide each such employee's name, job title, and dates of employment.

Skinner purchased the stock of NCC in 1977 and the company's assets, including its books and records, were sold to T&E in 1994. Given that sequence of events, Skinner has no records or information pertaining to the operations of NCC including any personnel records of NCC employees. After a reasonable search and inquiry, Skinner does not currently have any information that reflects that any NCC employees were employed by Skinner during the time that Skinner owned the stock of NCC.

75. Did Respondent ever pay the employees, officers, and/or directors of NCC? If so, include the dates and amounts of payments and the purpose of the payments (e.g., salary, contract work, etc.).

Skinner purchased the stock of NCC in 1977 and the company's assets, including its books and records, were sold to T&E in 1994. Given that sequence of events, Skinner has no records or information pertaining to the operations of NCC including personnel records of NCC employees. After a reasonable search and inquiry, Skinner does not currently have any information that reflects that Skinner paid any employees, officers, and/or directors of NCC for any services provided to NCC.

76. Has Respondent or any of Respondent's subsidiaries and NCC or NC Machinery Co. ever had common directors? If so, provide the names and dates of service of such directors.

Yes. During the time that Skinner was the sole shareholder of NCC, the following individuals served as directors of both Skinner and NCC.

- 1) D.E. Skinner served as a director of both Skinner and NCC from 1978 to 1988
- 2) Robert Behnke served as a director of both Skinner and NCC from 1978 to 1991
- 3) William Golding served as a director of both companies during 1978
- 4) Arthur Nordhoff served as a director of both companies from 1978 to 1986
- 5) Paul Skinner served as a director of both companies from 1985 to 1994

6) Carl Behnke served as a director for both companies from 1985 to 1994

77. Has Respondent or any of Respondent's subsidiaries and NCC or NC Machinery Co. ever had common officers? If so, provide the names of the officers, the title or position, the dates they held office, and describe what capacities the officers served in each company.

Yes. During the time that Skinner was the sole shareholder of NCC, the following individuals served as officer of both Skinner and NCC.

- 1) Julie Weston was Assistant Secretary of NCC and Secretary of Skinner in 1981
- 2) Paul Skinner was President of NCC and Vice President of Skinner from 1982 to 1985
- 3) Paul Skinner was President of NCC and President of Skinner from 1985 to 1987
- 4) Paul Skinner was President of Skinner and Chairman of NCC from 1988 to 1994
- 5) Suzanne Yoshitome was Assistant Secretary of NCC and Assistant Secretary of Skinner in 1994
- 6) Debra Sokvitne was Secretary / Assistant Treasurer of NCC and Treasurer and Assistant Secretary of Skinner in 1994

78. Has Respondent and NCC ever filed consolidated tax returns? If so, provide complete copies of such returns.

Yes. Copies of the referenced tax returns are being produced herewith in **Exhibit B.**

79. Has Respondent and NCC ever been parties to the same lawsuit, whether as joint or separate parties? If so, identify the relevant documents and provide information about the date, circumstances, and outcome of the lawsuit and Respondent's and NCC's interactions.

Skinner has no record of NCC and Skinner being parties to the same lawsuit.

* * * *

86. Provide copies of all casualty, liability and/or pollution insurance policies, and any other insurance contracts referencing the Property or the prior buildings on the Property (including, but not limited to, Environmental Impairment Liability, Pollution Legal Liability, Cleanup Cost Cap or Stop Loss Policies, Institutional Controls and Post Remediation Care Insurance). Include any and all policies providing Respondent with liability insurance relating to the Property.

Skinner had no involvement with the Property prior to acquiring the stock of NCC in 1977. Other than retaining a security interest in the Property, Skinner had no interest in the Property after the Property was sold to FGLP in 1979. Accordingly, Skinner is providing the following information regarding insurance on the Property during the December 30, 1976 to December 30, 1979 time period. Copies of the referenced insurance policies are being produced herewith in **Exhibit B**.

87. To the extent not provided in Question 86 above, provide copies of all insurance policies that may potentially provide Respondent, as an additional insured or named insured, with insurance for bodily injury, property damage and/or environmental contamination in connection with the Property and/or Respondent's business operations. Include, without limitation, all comprehensive general liability, primary, excess, and umbrella policies.

Subject to the limitations referenced in the response to Question 86, copies of all applicable insurance policies that Skinner has identified to date are being produced in response to Question No. 86.

88. To the extent not identified in Questions 86 or 87 above, provide all other evidence of casualty, liability and/or pollution insurance issued to Respondent from December 30, 1976 to present.

After a reasonable search and inquiry, which efforts are ongoing, Skinner is not aware of any insurance coverage regarding the Property other than that referenced in response to Question No. 86.

89. If there are any such policies from Questions 86,87, or 88 above of which Respondent is aware but neither possess copies, nor are able to obtain copies, identify each such policy to the best of Respondent's ability by identifying:

After a reasonable search and inquiry, which efforts are ongoing, Skinner is not aware of any such policies.

- a. The name and address of each insurer and of the insured;**
- b. The type of policy and policy numbers;**
- c. The per occurrence policy limits of each policy; and**
- d. The effective dates for each policy.**

90. Identify all insurance brokers or agents who placed insurance for Respondent at any time from December 30, 1976 until now, and identify the time period during which such broker or agent acted in this regard. Identify by name and title, if known, individuals at the agency or brokerage most familiar with the property,

pollution and/or liability insurance program of Respondent's and the current whereabouts of each individual, if known.

Skinner had no involvement with the Property prior to acquiring the stock of NCC in 1977. Other than retaining a security interest in the Property, Skinner had no interest in the Property after the Property was sold to FGLP in 1979. Accordingly, Skinner is providing the following information regarding brokers who placed insurance for Skinner during the December 30, 1976 to December 30, 1979 time period. During the referenced time period, Skinner used the firm of Parker, Smith and Feek as its insurance brokers.

91. Identify and provide copies of all settlements by Respondent (or Respondent's predecessors) with any insurer which relates in any way to property damage or environmental liabilities at the Property under any policy referenced in Questions 86-90 above, including:

Skinner has not reached any settlements with its insurers regarding property damage or environmental liabilities at the Property.

- a. The date of the settlement;**
- b. The scope of the release under such settlement;**
- c. The amount of money paid by the insurer pursuant to such settlement.**

Provide copies of all such settlement agreements.

92. Identify all communications and provide all documents that evidence, refer, or relate to claims made by or on behalf of Respondent related to any loss or damages related to operations at the Property under any insurance policy referenced in Questions 86-90 above. Include any claims made by or on behalf of Respondent related to the 1998 Initial Site Characterization and Subsurface Investigation Report. Include any responses from the insurer with respect to any claims. Include the policy number, name of insurance carrier, name of person within insurance company to contact regarding claims, the claim number, a brief description of the claim and whether monies were set out by the carrier in response to a claim, including a compromise of settlement of the claim.

The referenced documents, which constitute or refer to communications between an insured and its insurers regarding the defense of the insured, are privileged communications and / or subject to protection from disclosure under the work product doctrine. A list of the documents being withheld pursuant to this objection is attached hereto as **Exhibit C**.

93. State how the price paid to the insurance company for the insurance was determined.

Skinner has no records or any information that would suggest that the premiums Skinner paid were determined by anything other than customary market factors.

94. State whether any third-party claim or claims have been made to any insurance company for any loss or damage related to operation at the Property and, if so, identify each claim by stating the name of the claimant, the name and address of the insurance company, policy number, named insured on the policy, claim number, date of claim, amount of claim, the specific loss or damage claimed, the current status of the claim, and the amount, date and recipient of any payment made on the claim.

Skinner has not made any such claims and it is unaware of any such claims being made.

95. Identify any and all insurance, accounts paid or accounting files that identify Respondent's insurance policies.

Skinner had no involvement with the Property prior to acquiring the stock of NCC in 1977. Other than retaining a security interest in the Property, Skinner had no interest in the Property after the Property was sold to FGLP in 1979. Accordingly, Skinner is providing the following information regarding its files during the December 30, 1976 to December 30, 1979 time period.

After reasonable search and inquiry, which effort is ongoing, Skinner has been unable to locate any insurance or accounting files for the time period in question.

96. List all named insureds on property, pollution and/or casualty liability insurance providing coverage to Respondent from December 30, 1976 and the date such named insureds appeared on the policies.

Skinner had no involvement with the Property prior to acquiring the stock of NCC in 1977. Other than retaining a security interest in the Property, Skinner had no interest in the Property after the Property was sold to FGLP in 1979. Accordingly, Skinner is providing the following information regarding insurance on the Property during the December 30, 1976 to December 30, 1979 time period. The identities of the named insureds are reflected in the chart produced herewith as **Exhibit E**.

97. Identify any person or organization requiring evidence of Respondent's casualty, liability and/or pollution insurance from December 30, 1976 until now, including the nature of the insurance requirement and the years when the evidence was required.

Skinner had no involvement with the Property prior to acquiring the stock of NCC in 1977. Other than retaining a security interest in the Property, Skinner had no interest in the Property after the Property was sold to FGLP in 1979. Accordingly, Skinner is providing the following information regarding persons or organizations that required evidence of Skinner's insurance during the December 30, 1976 to December 30, 1979 time period.

Based on the above explanation, Skinner provides the following answer: Skinner is unable to find any information regarding any person or organization that required evidence of Skinner's insurance during the referenced time period.

98. Identify Respondent's policy with respect to document retention.

Skinner has an unwritten and informal policy regarding document retention where different categories of documents are retained on a case by case basis. Skinner does not have a policy of retaining files from companies that Skinner invested in, such as NCC, after Skinner's relationship with those companies has ended.

99. Provide any and all policies providing NCC with liability insurance relating to the Property.

Skinner had no involvement with the Property prior to acquiring the stock of NCC in 1977. Other than retaining a security interest in the Property, Skinner had no interest in the Property after the Property was sold to FGLP in 1979. Further, since the assets of NCC were sold to T&E, Skinner was left with limited records regarding NCC's operations, including records regarding insurance. Accordingly, Skinner is providing the following information regarding NCC's insurance during the December 30, 1976 to December 30, 1979 time period.

Copies of policies covering those time periods that Skinner has been able to locate are being produce in response to Question No. 86.

100. To the extent not provided in Question 99 above, provide copies of all insurance policies that may potentially provide NCC with insurance for bodily injury, property damage and/or environmental contamination in connection with the Property and/or NCC's business operations. Include, without limitation, all comprehensive general liability, primary, excess, and umbrella policies.

Skinner had no involvement with the Property prior to acquiring the stock of NCC in 1977. Other than retaining a security interest in the Property, Skinner had no interest in the Property after the Property was sold to FGLP in 1979. Further, since the assets of NCC were sold to T&E, Skinner was left with limited records regarding NCC's operations, including records regarding insurance. Accordingly, Skinner is providing the following information regarding NCC's insurance during the December 30, 1976 to December 30, 1979 time period.

Copies of policies covering those time periods that Skinner has been able to locate are being produce in response to Question No. 86.

101. To the extent not identified in Questions 99 or 100 above, provide all other evidence of casualty, liability and/or pollution insurance issued to NCC from September 25, 1947 to present.

Please see the answers to Questions 99 and 100. After a reasonable search and inquiry, which is ongoing, Skinner is not aware of any additional evidence.

102. If there are any such policies from Questions 99, 100, or 101 above of which Respondent is aware but neither possess copies, nor are able to obtain copies, identify each such policy to the best of Respondent's ability by identifying:

After a reasonable search and inquiry, which is ongoing, Skinner is not aware of any such policies.

- a. The name and address of each insurer and of the insured;"**
- b. The type of policy and policy numbers;**
- c. The per occurrence policy limits of each policy; and**
- d. The effective dates for each policy.**

103. Identify all insurance brokers or agents who placed insurance for NCC at any time from September 25, 1947 until now, and identify the time period during which such broker or agent acted in this regard. Identify by name and title, if known, individuals at the agency or brokerage most familiar with the property, pollution and/or liability insurance program of NCC's and the current whereabouts of each individual, if known.

Skinner had no involvement with the Property prior to acquiring the stock of NCC in 1977. Other than retaining a security interest in the Property, Skinner had no interest in the Property after the Property was sold to FGLP in 1979. Accordingly, Skinner is providing the following information regarding brokers who placed insurance for NCC during the December 30, 1976 to December 30, 1979 time period. During the referenced time period, NCC used the firm of Parker, Smith & Feek as its insurance broker.

104. Identify and provide copies of all settlements by NCC (or NCC' s predecessors) with any insurer which relates in any way to property damage or environmental liabilities at the Property under any policy referenced in Questions 99-102 above, including:

Skinner purchased the stock of NCC in 1977 and the company's assets, including its books and records, were sold to T&E in 1994. Given that sequence of events, Skinner has limited records and information pertaining to the operations of NCC including any records or information regarding insurance not provided in response to other questions herein.

Based on the above explanation, Skinner is not aware of any insurance settlements by NCC.

- a. The date of the settlement;**
- b. The scope of the release under such settlement;**
- c. The amount of money paid by the insurer pursuant to such settlement.**

Provide copies of all such settlement agreements.

105. Identify all communications and provide all documents that evidence, refer, or relate to claims made by or on behalf of NCC under any insurance policy referenced in Questions 99-102 above. Include any responses from the insurer with respect to any claims. Include the policy number, name of insurance carrier, name of person within insurance company to contact regarding claims, the claim number, a brief description of the claim and whether monies were set out by the carrier in response to a claim, including a compromise or settlement of the claim.

Skinner purchased the stock of NCC in 1977 and the company's assets, including its books and records, were sold to T&E in 1994. Given that sequence of events, Skinner has limited records and information pertaining to the operations of NCC and has no additional records or information regarding insurance not provided in response to other questions herein.

106. State how the price paid to the insurance company for the insurance was determined.

Skinner purchased the stock of NCC in 1977 and the company's assets, including its books and records, were sold to T&E in 1994. Given that sequence of events, Skinner has limited records and information pertaining to the operations of NCC and has no additional records or information regarding insurance not provided in response to other questions herein.

107. State whether any claim or claims have been made to any insurance company for any loss or damage related to operation at the Property and, if so, identify each claim by stating the name of the claimant, the name and address of the insurance company, policy number, named insured on the policy, claim number, date of claim, amount of claim, the specific loss or damage claimed, the

current status of the claim, and the amount, date and recipient of any payment made on the claim.

Yes, Skinner has made claims to insurance carriers related to the Property. A chart providing the information requested in this Question is being produced herewith as **Exhibit E**.

108. Identify any and all insurance, accounts paid or accounting files that identify NCC's insurance policies.

Skinner purchased the stock of NCC in 1977 and the company's assets, including its books and records, were sold to T& E in 1994. Given that sequence of events, Skinner has no records or information pertaining to the operations of NCC including no accounting or insurance files, or information regarding insurance, not provided in response to other Questions herein.

109. List all named insureds on property, pollution and/or casualty liability insurance providing coverage to NCC from September 25, 1947 and the date such named insureds appeared on the policies.

Skinner had no involvement with the Property prior to acquiring the stock of NCC in 1977. Other than retaining a security interest in the Property, Skinner had no interest in the Property after the Property was sold to FGLP in 1979. Accordingly, Skinner is providing the following information regarding named insureds in insurance policies covering NCC during the December 30, 1976 to December 30, 1979 time period.

A chart providing the information requested in this Question is being produced herewith as **Exhibit E**.

110. Identify any person or organization requiring evidence of NCC's casualty, liability and/or pollution insurance from September 25, 1947 until now, including the nature of the insurance requirement and the years when the evidence was required.

Skinner purchased the stock of NCC in 1977 and the company's assets, including its books and records, were sold to T& E in 1994. Given that sequence of events, Skinner has no records or information pertaining to the operations of NCC and has no information regarding accounting or insurance files, or information regarding insurance, not provided in response to other Questions herein.

111. Identify NCC's policy with respect to document retention.

As Skinner is no longer a shareholder of NCC or involved with the company in any way, Skinner does not know what NCC's policy is with respect to document retention.

112. If Respondent has reason to believe that there may be persons able to provide a more detailed or complete response to any question contained herein or who may be able to provide additional responsive documents, identify such persons and the additional information or documents that they may have.

After a reasonable search and inquiry, which efforts are ongoing, Skinner is unaware of any such persons.

113. For each and every question contained herein, if information or documents responsive to this Information Request are not in Respondent's possession, custody or control, then identify the persons from whom such information or documents may be obtained.

After a reasonable search and inquiry, which efforts are ongoing, Skinner is unaware of any such information or documents.